## COUNTY OF LOS ANGELES



FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE LOS ANGELES, CALIFORNIA 90063-3294

(323) 881-2401

P. MICHAEL FREEMAN FIRE CHIEF FORESTER & FIRE WARDEN

April 6, 2004

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012

Dear Supervisors:

AMENDMENT NUMBER ONE TO THE AGREEMENT BETWEEN
THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES
COUNTY AND THE CITY OF SANTA CLARITA FOR THE ADOPTION AND
ADMINISTRATION OF THE DEVELOPER FEE BY THE CITY OF SANTA CLARITA
FOR THE BENEFIT OF THE CONSOLIDATED FIRE PROTECTION DISTRICT
(5TH DISTRICT)(3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD, ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:

Approve and instruct the Chairman to sign Amendment Number One to the existing Agreement No. 66785 between the City of Santa Clarita and the Consolidated Fire Protection District for the Adoption of Administration of the Developer Fee by the City of Santa Clarita for the Benefit of the Consolidated Fire Protection District, to be effective upon Board approval.

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On May 4, 1993, your Honorable Board adopted Agreement No. 66785 between the Consolidated Fire Protection District of Los Angeles County and the City of Santa Clarita for the Adoption and Administration of the Developer Fee by the City of Santa Clarita for the Benefit of the Consolidated Fire Protection District (Agreement). Such Agreement authorizes for developer fees collected by the City of Santa Clarita (City) to be passed through to the Consolidated Fire Protection District (District).

#### SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

Honorable Board of Supervisors April 6, 2004 Page 2

These developer fees are used to fund the construction and equipping of fire stations needed to serve new development in the City.

This Amendment Number One to the Agreement clarifies that the District is authorized to negotiate and accept in-kind considerations on behalf of the City. It also allows the City to retain five percent to offset administrative costs the City incurs in the collection of the developer fees, which is consistent with administrative costs retained by other District cities, such as Agoura Hills and Lancaster.

## FISCAL IMPACT/FINANCING

The City will retain five percent of developer fee revenue generated within the City for administrative costs associated with the administration of the program by the City.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This will be Amendment No. 1 to existing Agreement No. 66785. The Santa Clarita Council approved this Amendment on February 24, 2004.

## IMPACT ON CURRENT SERVICES OR PROJECTS

If approved by your Board, this Amendment will clarify the District's authority to negotiate fire station sites on behalf of the City, and simplify the process for the developers within the City.

### CONCLUSION

Upon approval of this Amendment by the Board of Supervisors, please instruct the Executive Officer, Clerk of the Board to return one executed original and one original copy to the District. The District will provide the City with a fully executed original copy of this Amendment.

Respentfully submitted,

P. MICHAEL FREEMAN

PMF:lab

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### AMENDMENT NUMBER ONE

TO THE AGREEMENT BETWEEN THE CONSOLIDATED

FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY AND THE

CITY OF SANTA CLARITA FOR THE ADOPTION AND ADMINISTRATION

OF THE DEVELOPER FEE BY THE CITY OF SANTA CLARITA FOR THE

BENEFIT THE CONSOLIDATED FIRE PROTECTION DISTRICT

## WITNESSETH:

WHEREAS, the City and the District have entered into the Agreement to assist the District in constructing and equipping fire protection facilities necessary to deliver service to new development in urban expansion areas;

WHEREAS, the City and the District desire to clarify provisions of the existing Agreement regarding in-kind considerations.

NOW, THEREFORE, IN CONSIDERATION of the promises, covenants, representations and agreements set forth herein, the parties mutually agree as follows:

- 1. Section I, Paragraph I is added to the Agreement to read as follows:
  - The City may retain five (5) percent of the amount of the Developer Fees collected by the City as an administrative fee. This amount shall offset the City's administrative costs to collect the Developer Fee.

2. Section V of the Agreement is amended to read as follows:

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- "V. The District is authorized to negotiate and accept in-kind considerations to finance a developer's proportionate share of the cost of fire stations and apparatus within Area 2 (including City and unincorporated territory). Agreements for in-kind considerations shall be between the District and the developer, and the City may elect to participate in negotiations for developments occurring in, or proposed to be annexed to, the City. Appropriate in-kind considerations may include an improved lot, construction of a fire station, fire apparatus, or infrastructure improvements directly necessary for the implementation of a fire station and would fulfill the Developer Fee obligation, in whole or in part, for the respective development. The value of the in-kind considerations (Developer Fee credit) shall be determined by an MAI appraiser, cost estimator, or person similarly qualified as determined by the District. The City shall recognize such Developer Fee credits accepted by the District to satisfy a developer's Developer Fee obligation, in whole or in part, upon presentation to the City by the developer of documentation of the District's acceptance of such Developer Fee credit. The City shall account for the such Developer Fee credits used in the City as stated in Section VI, Paragraph B, of this Agreement."
- 3. Section VI, Paragraph B, is amended to read as follows:
  - B. The City shall report to the District at least once annually the Developer Fees collected in the City, Developer Fee credits used in the City, the administrative fees retained by the City, and the Developer Fees transferred to the District.

    Upon request by the District, the City shall make available for District's review all records regarding Developer Fee collections, transfers, and retentions by the City.
- All other terms and conditions of the Agreement shall remain the same and in full force and effect.

1	IN WITNESS WHEREOF, the City of Santa Clarita has caused this Agreement to
2	be executed by its duly authorized officer; and the Board of Supervisors of the County of
3	Los Angeles, as the governing body of the Consolidated Fire Protection District of
4	Los Angeles County, has caused this Agreement to be executed by its Chairman and
5	attested by its Clerk, on the day, month and year noted herein below.
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7	CITY OF SANTA CLARITA CONSOLIDATED FIRE PROTECTION
8	By ful forsilvan for
10 11	BOB KELLAR, MAYOR CITY OF SANTA CLARITA  DON KNABE, CHAIRMAN BOARD OF SUPERVISORS
12	3-25-04
13	Date
14	By Africa 2 Dawson ATTEST:
15 16	CITY OF SANTA CLARITA  VIOLET VARONA-LUKENS, Executive Officer Clerk of the Board of Supervisors
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18	APPROVED AS TO FORM:  Deputy
19	By Bundle Wolling
20	APPROVED AS TO FORM:  LOYD W. PELLMAN, County Counsel
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22	By Deputy
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